

EXHIBIT "K"

AGREEMENT TO PUT INTO EFFECT CERTAIN DUTIES REQUIRED BY THE NAMING RIGHTS CONTRACT FOR THE PERFORMING ARTS CENTER

BACKGROUND. This Exhibit K is incorporated into the DPAC Operating Agreement between the CITY OF DURHAM ("City") and JN AMERICA LLC, a New York limited liability company ("IN") with offices at 1450 Broadway, 6th Floor, New York, New York 10018, and PROFESSIONAL FACILITIES OPERATIONS, LLC, a Rhode Island limited liability company ("PFM") with offices at 220 Weybosset Street, Providence, Rhode Island 02903. The City and CAPITOL BROADCASTING COMPANY, INCORPORATED ("CBC") are entering into a certain agreement titled "NAMING RIGHTS CONTRACT FOR THE PERFORMING ARTS CENTER" (hereinafter, the CBC contract). The purpose of this Exhibit K is to ensure that certain obligations of the City under the CBC contract are carried out by the Operator. In this Exhibit K, capitalized terms carry the meanings assigned in the CBC contract, unless the context requires otherwise. The expressions "permanent Signage," "all-season Signage," and "temporary Signage" are used with the meanings assigned in the CBC contract. Because the purpose of this Exhibit K is to assist in carrying into effect certain provisions of the CBC contract, reference should be made to the CBC contract in order to construe this Exhibit K.

The City and the Operator agree as follows:

100) The Operator shall provide information to the City in time and in a format to allow the City to comply with Section 3(b) of the CBC contract (Sponsorship Fee: Minimum Number of Performances) and to annually show CBC that it has been complied with.

101) To assist the City in complying with its obligations under Section 10(b) of the CBC contract (General Prohibition on Promotion by means of Signage of Competitors' Television Services or News Content Services; Vivian Street Restrictions) the Operator agrees to not allow any Competitor to promote any Television Services or News Content Services by permanent Signage, all-season Signage, or temporary Signage at the Center. By way of illustration but not limitation, the Operator shall not allow any Competitor to promote any Television Services or News Content Services by permanent Signage, all-season Signage, or temporary Signage at the Center. The Operator shall provide in all of its agreements respecting the Center that Competitors shall not park motor vehicles on that portion of Vivian Street that is adjacent to the Center when the vehicles are, by the use of Signage, promoting any Television Services or News Content Services. These prohibitions required by Section 10(b) of the CBC contract would include any such Signage even if the Signage is not promoting Television Services or News Content Services if a reasonable person would likely perceive the name on the Signage to be associated with Television Services or News Content Services. Notwithstanding the foregoing, nothing contained in Section 10 shall preclude a Competitor from covering any events that occur at the Center, as a part of a bona fide news program that is reporting on an event that occurs at the Center, although under those circumstances those Competitors will not be allowed to park any motor vehicles, including a remote production or broadcast facility, on Center property. Nothing contained in Section 10 shall preclude a Competitor from parking a motor vehicle (regardless of Signage on the vehicle) while it is being used to cover any events

that occur at the Center, as a part of a bona fide news program that is reporting on an event that occurs at the Center. Prohibitions in Section 10 regarding parking of Television Services and News Content Services remote vehicles on Vivian Street shall not apply to Radio Services remote vehicles. Section 10(h) (Exclusivity: Parking of Vehicles) of the CBC contract provides: "Except to the extent otherwise provided [in the CBC contract], nothing in [Section 10] shall restrict the City from allowing motor vehicles to be parked on Vivian Street or on any public street, regardless of the Signage or appearance of the motor vehicles."

102) To assist the City in complying with its obligations under Section 10(c) of the CBC contract (Exclusivity: General Prohibition on Promotion by Signage of Competitors' Satellite Services and Professional Baseball), the Operator agrees to not allow any Competitor to promote any Satellite Services or Professional Baseball by permanent Signage, all-season Signage, or temporary Signage at the Center.

103) To assist the City in complying with its obligations under Section 10(d) of the CBC contract (Exclusivity: Prohibition on Promotion of Radio Services by Permanent Signage by a Competitor) the Operator agrees to not allow any Competitor to promote any Radio Services by permanent Signage or all-season Signage at the Center.

104) To assist the City in complying with its obligations under Section 10(h) of the CBC contract (Exclusivity: Provisions in Agreements by Operator), the Operator shall, when the Operator deems it appropriate, use binding agreements with third parties to facilitate carrying out the Operator's obligations under said Section 10. Any such third party agreement shall not relieve the Operator from its obligations as provided herein.

105) Section 11(g) of the CBC contract (Exclusivity: Advertising Center Programming) provides: "Nothing in this Contract is intended to limit the Operator or the City in placing advertisements on radio or television with any Person engaged in the business of television broadcasting and/or radio broadcasting, when deemed appropriate by the Operator, in its sole discretion, to attract the appropriate audience and support for any Performance(s)."

106) To assist the City in complying with Section 13 of the CBC contract (Website), the Operator agrees that, during the Benefit Period, the Operator shall create and maintain a website for the Center. On the website there shall be a page acknowledging Center naming sponsors. CBC's logo, supplied by CBC to the Operator, will be displayed on that sponsor page, and the logo will link to CBC's corporate website.

107) To assist the City in complying with Section 15 of the CBC contract (Right of First Offer for Programming Sponsorships), the Operator agrees that where that Section 15 provides that the City shall cause the Operator to provide proposals or terms to CBC, the Operator shall provide those proposals and terms in accordance with that Section 15.

108) To assist the City in complying with Section 16 of the CBC contract (Tickets), the Operator agrees that where that Section 16 provides that the City will cause the Operator to provide tickets, the Operator agrees to provide those tickets in accordance with that Section 16 and the City agrees to pay for such tickets.

109) To assist the City in complying with Section 16(d) of the CBC contract (Tickets), the Operator agrees to see that CBC shall have the right to buy tickets for each Performance, excluding the American Dance Festival, at full retail price before tickets for that Performance are made available to the general public, subject to availability. The Operator may impose, for each Performance or Programming, a maximum number of tickets available to CBC under this section 109.

110) To assist the City in complying with Section 17 of the CBC contract (Employee Discounts), the Operator will, during the Benefit Period, work with CBC to arrange appropriate discounts and/or offers on tickets to select shows for CBC employees whenever possible and allowed by the Producer/Artist.

111) The Operator agrees to the provisions of Section 19 of the CBC contract (Meeting Rooms), which provides: "Up to and including four times per Year, CBC may, without payment of the usual meeting room usage charge, book and use a meeting room in the Center, subject to availability, on a priority basis for CBC and other sponsors as determined by the City and managed by the Operator. That priority basis will rank sponsors by the amount of their Yearly Center naming rights sponsorship financial commitments. The sponsor with the highest Yearly commitment will have first priority." Notwithstanding anything herein to the contrary, CBC or the sponsor, as appropriate, will reimburse the Operator for all of the Operator's out-of-pocket expenses. The tasks normally done so that they are not out-of-pocket expenses shall not be charged as out-of-pocket expenses with respect to CBC's meeting room use.

112) As provided by Section 22 of the CBC contract (Mailing Lists), the Operator will, during the Benefit Period, maintain mailing lists and contact information for Center ticket purchases. During the Benefit Period, CBC may do mailings for CBC company-related consumer activities, to be sent to any mailing lists maintained by the Operator, subject to approval of such mailings by the Operator, such approval not to be unreasonably withheld. However, unless the Operator consents otherwise, that number of mailings shall be no greater than one per fiscal year of the Operator. If the mailing is to be done through the Postal Service, CBC must provide to the Operator the materials to be mailed, ready for mailing except for address labels, and the Operator will process the mailing, all at CBC's cost. If the mailing is to be done by electronic means, such as email, CBC and the Operator shall cooperate so that the addresses and contact information of the recipients is kept confidential and the costs of arranging for transmission, as well as the transmission itself, will all be at CBC's cost. Without limiting the foregoing provision of this Section, it is agreed that CBC shall pay reasonable compensation to the Operator for the use of its personnel, equipment, and facilities in order to carry out this Section.